

SO ORDERED.



1 **TIFFANY & BOSCO**
2 P.A.
3 **2525 EAST CAMELBACK ROAD**
4 **SUITE 300**
5 **PHOENIX, ARIZONA 85016**
6 **TELEPHONE: (602) 255-6000**
7 **FACSIMILE: (602) 255-0192**

Dated: May 07, 2010

Charles G. Case

CHARLES G. CASE, II
U.S. Bankruptcy Judge

6 Mark S. Bosco
7 State Bar No. 010167
Leonard J. McDonald
8 State Bar No. 014228
Attorneys for Movant

9 10-09385

10 **IN THE UNITED STATES BANKRUPTCY COURT**

11 **FOR THE DISTRICT OF ARIZONA**

12 IN RE:

No. 2:10-bk-09737-CGC

13 Martin E. Squires
14 Debtor.

Chapter 7

15
16 Wells Fargo Bank, N.A.
Movant,

ORDER

vs.

(Related to Docket #7)

17 Martin E. Squires, Debtor, Dale D. Ulrich, Trustee.

18 Respondents.

21 Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed
22 Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any,
23 and no objection having been received, and good cause appearing therefore,

24 IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

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1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated October 22, 2007 and recorded in the office of the
3 Maricopa County Recorder wherein Wells Fargo Bank, N.A. is the current beneficiary and Martin E.
4 Squires has an interest in, further described as:

5 Unit A106, PHOENICIAN PINES, according to Declaration of Condominium recorded January
6 13, 2006 in Document No. 2006-0060838 and First Amendment recorded as Document No. 2006-
7 1055550 and Plat recorded in Book 802 of Maps, page 33, and Affidavit recorded as Document
8 No. 2006-0044923, records of Maricopa County, Arizona;

9 TOGETHER WITH an undivided interest in the common elements as set forth in said
10 Declaration.

11 IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written
12 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
13 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
Debtors if Debtors' personal liability is discharged in this bankruptcy case.

14 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
15 to which the Debtor may convert.

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